

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF ALABAMA
SOUTHERN DIVISION**

EDWARD AND JOANN AGOSTINELLI,)
)
)
Plaintiffs,)
)
v.)
)
FIFTH THIRD BANK, FIFTH THIRD)
MORTGAGE COMPANY, TRACKSURE)
INSURANCE AGENCY, INC., A DIVISION
OF ASSURANT, INC.; EQUIFAX)
INFORMATION SERVICES, INC.;)
EXPERIAN INFORMATION SOLUTIONS,
INC., AND TRANSUNION, LLC,)
)
Defendants.)

CIVIL ACTION NO. CV-10-294-CG-B

DECLARATION OF RONALD K. WILSON

I, Ronald K. Wilson, declare as follows:

1. I make this Declaration pursuant to 28 U.S.C. § 1746. My name is Ronald K. Wilson and I am over the age of nineteen years. I am the Vice President of Account Management at Assurant Specialty Property, a registered trademark used to refer among other things to the lender-placed insurance business engaged in by various direct and indirect subsidiaries of Assurant, Inc., including the TrackSure Insurance Agency, Inc. ("TrackSure").

2. The following statements are based upon my personal knowledge and/or upon my review of certain business records of TrackSure and the information they contain.

3. I have made a personal review of business records associated with demands and claims brought by Edward and Joann Agostinelli and Fifth Third Bank ("Fifth Third") against TrackSure. It is my understanding that the Agostinellis allege that those demands and claims are related to a mortgage loan that they obtained from Fifth Third in June of 2007.

4. I am also aware of the fact that a lawsuit has been filed by the Agostinellis against Fifth Third and TrackSure, and that in that lawsuit Fifth Third has filed a cross-claim against TrackSure. TrackSure denies that it is liable to the Plaintiffs or to Fifth Third. Tracksure denies it failed in any respect in its performance of its contracts. Tracksure asserts that there now a dispute "relating to the interpretation or performance of" its agreements.

5. During June of 2007, Fifth Third and TrackSure were acting under an ongoing business relationship defined in part by a "Tracking Services Agreement" ("the Agreement") entered into on April 3, 1997 between Fifth Third and TrackSure's predecessor-in-interest, Safeco Select Insurance Services ("Safeco Select"). The Agreement generally provides for the provision by Safeco Select of certain insurance tracking services to Fifth Third with respect to the mortgage loans in its portfolio. The purpose and scope of the Agreement are more specifically defined in the Agreement itself, attached to this Declaration as Exhibit A. Exhibit A is a true and correct copy of the 1997 "Tracking Services Agreement" between Fifth Third and TrackSure, and is kept in the regular course of business by TrackSure. It is a regular and routine practice of TrackSure to keep and maintain such records.

6. Exhibit A contains an arbitration clause, which reads:

17. **Arbitration:**

a. As a condition precedent to any right of action hereunder, any dispute or difference between SAFECO SELECT and LENDER relating to the interpretation or performance of this Agreement, including its formation or validity, or any transaction under this Agreement, whether arising before or after termination, shall be submitted to arbitration.

b. Any arbitration pursuant to this Agreement will be conducted by and in accordance with the rules of the American Arbitration Association. Unless otherwise agreed, there shall be a minimum of three arbitrators. The arbitrators shall report their award and the reasons for that award in writing. The award of the arbitrators, or of the majority of them, shall be final and binding, and judgment upon the award rendered may be entered in any federal or state court having jurisdiction. Any arbitration must be commenced by delivery to the other party of a written demand for arbitration setting forth in detail the claim or controversy to be arbitrated.

EXHIBIT 1

7. The Agreement attached as Exhibit A was replaced by a subsequent contract, the "TrackSure Tracking Services Agreement" effective August 1, 2007 ("the 2007 Agreement"). A true and correct copy of the 2007 Agreement is attached as Exhibit B. The 2007 Agreement is kept in the regular course of business by TrackSure, and it is a regular and routine practice of TrackSure to keep and maintain such records.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge and belief.

Executed on May 25, 2011.



Ronald K. Wilson